

MAY 14 1971 - 8:49 AM

INTERSTATE COMMERCE COMMISSION

MASTER CAR SERVICE CONTRACT

NO. 1970-7-15

This AGREEMENT, made and entered into the 15th Day of November, 1970, by and between TRANSPORTATION CORPORATION OF AMERICA, an Illinois Corporation, Box 218, Chicago Heights, Illinois, (herein referred to as "LESSOR") and CABOT CORPORATION, a Delaware Corporation, having its principal office in Boston, Massachusetts, (herein referred to as "LESSEE").

WITNESSETH:

(1) LESSOR agrees to furnish to the LESSEE, and the LESSEE agrees to rent and hire from LESSOR the cars shown on the Schedule attached hereto and made a part hereof, and such additional Schedules as may be added hereto from time to time by AGREEMENT of the parties and signed by their duly authorized representatives. Each Schedule shall set forth a brief description of the car, or cars, covered thereby, including such facts as: number of cars, car initials and numbers, the A.A.R. or I.C.C. specification, cubic capacity, truck capacity, delivery point, rental, commodity service, term throughout which the cars shall remain in LESSOR'S service, and other pertinent information that may be desired by both parties.

(2) LESSEE agrees to use said cars within the continental limits of the United States and Canada (any use in Canada shall be incidental and temporary) for the transportation and handling of the commodities stated in the Schedule applicable to said cars and other material which will not injure or damage the cars more than such commodities; and that said cars will at all times be used and operated in compliance with all lawful acts, rules, regulations and orders; and further agrees upon the expiration or termination of the rental term of the particular Schedule applicable to each such car set forth in such Schedule to cause said cars to be returned to LESSOR at its plant in Chicago Heights, Illinois, in the same, or as good, condition in which they were furnished, free from residue, excepting for ordinary wear and tear. LESSEE shall on demand reimburse LESSOR for the cost of cleaning any cars containing residue or for any damage to any car, which has not been caused by the LESSOR. LESSEE will not in any way alter the physical structure of the cars without the approval in writing of LESSOR.

(3) LESSOR agrees to pay LESSOR for the use of each of said cars the monthly rental stated in the Schedule covering said cars from the date each car is delivered as specified in the Schedule, and until said cars are delivered to LESSOR upon expiration of the rental term specified in the Schedule applicable to such car. Said payment shall be made in funds of the United States of America current in Chicago, Illinois and shall be paid to TRANSPORTATION CORPORATION OF AMERICA, Box 218, Chicago Heights, Illinois, or such other place as the LESSOR or its Assignees may hereafter direct. Payment will be made in advance on the first day of every month during the term, except that LESSEE shall pay in advance, on delivery of the cars,

the pro rata of one month's rent for the period intervening the date of delivery and the first day of the next succeeding month.

(4) This AGREEMENT shall be effective as of the date first set forth hereinabove and shall expire upon expiration of the rental term of the last car, or cars, covered hereunder. The rental term for each car shall be as shown in the Schedule covering such car.

(5) LESSOR shall notify LESSOR within three (3) full business days following knowledge of any damage to any of the cars. LESSOR agrees to pay for the maintenance and repair of said cars to the extent of the requirements of railroad companies and existing Association of American Railroads rules; but it will not pay for repairs made to said cars in excess of the basis of Association of American Railroads' interchange rules. No repairs to any of the cars shall be made by the LESSEE for LESSOR'S account without LESSOR'S prior written consent. If any of the cars become unfit for service and shall be held in railroad or car shops for repairs, and shall remain therein for a period in excess of five (5) days, service charges hereunder covering any such car payable by LESSEE to LESSOR shall cease from and after such period of five (5) days until such car is released from the shop or until another car shall have been placed in the service of LESSEE by LESSOR in substitution for such car undergoing repairs. In the event any of the subject cars shall be damaged or destroyed by the railroads, the service charge on any such car shall cease on the date of such damage or destruction. When such damaged car has been forwarded to a shop for repair, the mileage earned by such car to and from the shop shall be retained by the LESSOR. (Refer to: "Special Conditions" - Schedule).

(6) LESSEE shall collect and retain all mileage earned by said cars. LESSEE will keep all records required pertaining to car movements and furnish reports on movements of said cars and shall report these movements periodically as required by LESSOR, giving destination, date of loading and the routing of each movement. For the purposes of this paragraph (6) the railroad mileage and junction reports received by LESSEE shall be prima facie evidence of the facts reported therein. Any mileage in excess of the fixed rental shall belong to LESSOR.

(7) During the term of this AGREEMENT the LESSEE shall:

(a) In addition to the rentals herein specified, pay all sales, use, rental, excise and personal property taxes, assessments and other governmental charges, whatsoever, whether payable by the LESSOR or the LESSEE, on or relating to the cars leased hereunder; the LESSEE shall be under no obligation to pay any such tax so long as it is being contested in good faith and by appropriate administrative or legal proceedings and any expense incurred by LESSOR in which LESSEE concurs with respect to contesting the applicability of such sales tax, rental tax or use tax to this AGREEMENT shall be for the account of LESSOR;

(b) with respect to the ownership legend which LESSOR shall plainly, distinctly, permanently and conspicuously stencil on each new car in letters not less than one (1) inch in height, reading:

"TRANSPORTATION CORPORATION OF AMERICA, OWNER AND LESSOR",

immediately replace any such stencilling which may be removed, destroyed or become illegible, wholly or in part, stencils to be used to be furnished by the LESSOR at its own cost and expense, or should changes or additions be required in the foregoing legend, LESSEE shall make such changes or additions, and the expense thereof shall be borne by the LESSOR, and the LESSEE shall keep the cars free from any marking which might be interpreted as a claim of ownership thereof by anyone other than the LESSOR;

(c) comply with all laws and regulations of any government authority with reference to the manner of using the cars;

(d) indemnify and save the LESSOR and any Assignee of the LESSOR harmless from any and all liabilities, damages, claims, suits, attorneys fees, expenses, judgments and costs that may arise from the use or operation of the cars provided such loss is caused by LESSOR's own negligence;

(e) keep the cars free from any encumbrances or liens which may be a cloud upon, or otherwise affect, the LESSOR'S title;

(f) except for numbering and stenciling as provided in Schedules hereto, keep the cars free from any marking or labeling which might be interpreted as a claim of ownership thereof by the LESSEE or any other person, association or corporation other than the LESSOR and will not change, or permit to be changed, the identifying road numbers on any of the cars;

(g)(i) at all times at its own cost and expense obtain and maintain insurance or self-insurance on all the cars against loss by fire, theft, collision, flood, windstorm and explosion and with extended coverage and against other risks as are customarily insured by companies owning property of a character similar to the cars. Such insurance or self-insurance shall be obtained and maintained in an amount for each car of not less than the depreciated valuation of such car as provided for in the Interchange Rules of the Association of American Railroads; the parties understand that risks of \$100,000 or less or normally self-insured by Cabot Corporation.

(g)(ii) LESSEE further agrees that it will at all times at its own cost and expense obtain and maintain insurance in the form of a comprehensive general liability policy covering against liability for bodily injury, death and property damage with limits of not less than \$3,000,000.00 in respect of any one occurrence;

(g)(iii) All such insurance shall cover both the interest of the LESSOR and the LESSEE in the cars, or as the case may be, shall protect the LESSOR and the LESSEE in respect of risks arising out of the condition, maintenance, use or operation of the Cars and shall provide that losses, if any, in respect of the cars shall be payable to the LESSEE and the LESSOR as their respective interests may appear; provided, however, that in the event the LESSOR has mortgaged any

car, the LESSEE, upon being notified in writing of any such mortgage by the LESSOR shall cause such insurance to provide that losses, if any, in respect of such car shall be payable under a standard mortgage loss payable clause to the mortgagee as its interest may appear. The LESSEE shall furnish the LESSOR with certificates or other satisfactory evidence of the maintenance of the insurance required hereunder and with respect to any renewal policy or policies shall furnish certificates evidencing such renewal prior to the expiration of the original policy or policies;

(h) not sub-lease said cars or assign any of its rights hereunder, without the written consent of the LESSOR;

(i) allow the LESSOR at its own cost and expense to inspect the cars at any reasonable time or times.

(8) LESSOR shall keep the cars in good order and repair, ordinary wear and tear excepted, comply with any additional requirements for safety appliances and construction hereinafter specified by American Association of Railroads and Interstate Commerce Commission and satisfactory for interchange in accordance with Association of American Railroads' rules, and all at its own cost and expense. LESSEE shall, at its expense, replace any removable parts, if lost or broken.

(9) In the event of the loss, destruction or irreparable damage to any of the cars from any cause whatsoever, except while in possession of LESSOR, or when under the responsibility of LESSOR, during the continuance of this lease, the LESSEE shall promptly and fully inform the LESSOR in regard to such loss, destruction or damage. If any of said cars are damaged or destroyed on any privately owned track, LESSEE shall pay unto LESSOR the cost of repairing such damage, or replacing such lost or destroyed cars. In no case shall that amount exceed the depreciated valuation of such cars as provided for in the Interchange Rules of the Association of American Railroads.

(10) Except while cars are in the possession of LESSOR, LESSEE will indemnify and hold LESSOR harmless against loss or damage during the term of this AGREEMENT by any of the cars hereby leased, or to or by the contents thereof, howsoever occurring, and will indemnify LESSOR against any loss, fee, expense, or damage suffered by it by reason of, or arising out of, any default by LESSEE hereunder.

(11) It is mutually agreed that the time of payment of rentals is of the essence of this contract and that this AGREEMENT and any Schedule now and hereafter entered into is subject and subordinate to any Chattel Mortgage or Conditional Sale Agreement on the cars heretofore or hereafter created and to the rights of any Trustee under any Equipment Trust heretofore or hereafter established by the LESSOR.

(12) Upon the happening of any of the events of default as hereinafter defined, the LESSOR or its Assignee may then, or at any time thereafter, take possession of the cars and any accessions thereto, wherever same may be found, and, at the election of the LESSOR or the Assignee as the case may be, either:

(a) declare the AGREEMENT terminated, in which event all rights of the parties hereunder shall cease except only the obligation of the LESSEE to pay accrued rentals to the date retaking, or;

(b) relet the cars as agent of the LESSEE, apply the proceeds of such reletting first to the expenses that may be incurred

in the retaking and delivery of the cars to the new LESSEE, then to the payment of the rent due under this lease, and the LESSEE shall remain liable for any rents remaining due after so applying the proceeds so realized, and the LESSEE covenants and agrees to pay any deficit monthly as the same may accrue.

(13) The happening of any of the following events shall be considered an "event of default" hereunder:

(a) nonpayment by the LESSEE within ~~XXX~~ (30) days after the same becomes due of any installment of rental hereunder;

(b) failure of the LESSEE to comply with, or perform, any of the other terms and conditions of this AGREEMENT within thirty (30) days after receipt of written notice from the LESSOR, or its Assignee, demanding compliance therewith and performance thereof.

(c) the appointment of a receiver or trustee in bankruptcy for the LESSEE or for any of its property and the failure by such receiver or trustee to adopt and assume and agree to perform the obligations of the LESSEE hereunder within thirty (30) days after such appointment.

(14) LESSOR shall indemnify, protect and save harmless the LESSEE from all claims, demands, damages, including royalties, judgments (including court costs), attorneys fees, and expense in any action arising out of, or on account of, the use of any or all patented inventions, employed in and about the construction, repair, alterations, or improvements of the cars, or any part thereof, which are incorporated in any car at the inception of this AGREEMENT or Schedule added hereto.

(15) The LESSEE shall from time to time do and perform any other act, and execute, acknowledge, deliver, file, register and record any and all further instruments required by law, or requested by LESSOR, for the purpose of protecting its title and rights, or for the purpose of carrying out the intention of this AGREEMENT, and the LESSEE will promptly furnish to LESSOR certificates or other evidence of all such filing, registering and recording in form satisfactory to LESSOR. The LESSOR shall promptly reimburse LESSEE for any out-of-pocket expenses it may so incur.

(16) The terms of this AGREEMENT and all rights and obligations hereunder shall be governed by the laws of the State of Illinois, in which state it has been executed and delivered.

(17) The LESSOR intends to cause this Lease to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20(c) of the Interstate Commerce Commission Act.

(18) LESSEE represents and warrants that subject cars are new and shall remain throughout the term of this lease marked and identified in accordance with the car numbers and other identification marks provided for within the Schedules which are now and which shall hereafter be attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective corporate officers thereunto fully authorized, and their respective corporate seals to be hereunto affixed.

affixed and duly attested, all as of the day and year first above written.

(LESSOR)

TRANSPORTATION CORPORATION OF AMERICA

By: Jeanne A. Howell
Vice President

ATTEST:

P. K. Williams
Assistant Secretary

(LESSEE)

CABOT CORPORATION

By: Samuel B. Coco, Jr.

By: Vice President

ATTEST:

Walter J. Shirley
Secretary

STATE OF ILLINOIS }
} SS.
COUNTY OF COOK)

I, Denna L. Knez, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jerome A. Thrall personally known to me to be the Vice President of TRANSPORTATION CORPORATION OF AMERICA, and S. D. Christianson personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18th day of March, 1971.

Denna L. Knez
Notary Public

(NOTARY SEAL)

My commission expires: January 7, 1973

COMMONWEALTH OF
MASSACHUSETTS }
} SS.
COUNTY OF SUFFOLK }

I, John G. Whitham, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Samuel B. Coco, Jr., personally known to me to be the Vice President of UCAT CORPORATION, and Walter F. Greeley personally known to me to be the Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Samuel B. Coco, Jr. and Walter F. Greeley they signed and delivered the said instrument as Vice President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15th day of March 1971.

John G. Whitham
Notary Public

(NOTARY SEAL)

My commission expires: November 19, 1976

TRANSPORTATION CORPORATION OF AMERICA

SCHEDULE NO. 11-15-70

TO MASTER CAR SERVICE CONTRACT NO. 1970-7-15

IT IS HEREBY AGREED that, effective November 15, 1970, this Schedule shall become a part of Master Car Service Contract No. 1970-7-15 between TRANSPORTATION CORPORATION OF AMERICA and CABOT CORPORATION, dated November 15, 1970 and the cars described herein shall be placed in CABOT CORPORATION service, subject to the terms and conditions in said Master Car Service Contract during the term and for the rental set forth below:

CAR INITIAL AND NUMBERS: CABX-580473 to CABX-580497, both inclusive and CABX-581004

CAR OWNERS MARKS: TRANSPORTATION CORPORATION OF AMERICA, OWNER & LESSOR

COMMODITY SERVICE: Carbon Black and Silica

CLASS OF CAR: AAR-LO, Covered Hopper

CUBIC CAPACITY: 5800 Cu. Ft.

NO. OF CARS: 26 - Series 580473 through 580497, Carbon Black and 581004, Silica

TRUCK CAPACITY: 220,000# Gross Rail Load

DELIVERY PERIOD: Approximately October 1st, to November 18th, 1970
East Chicago, Indiana

DELIVERY POINT: \$281.50 per month, per car

RENTAL RATE: From Delivery to December 1, 1985

INITIAL RENTAL TERM: OPTION TO RENEW:
At expiration of initial rental term on December 1, 1985, LESSEE shall have five (5) successive options to renew this AGREEMENT, each of said options to renew to be for a one (1) year period. Notice of the exercising of this option shall be given in writing by LESSEE to LESSOR at least ninety (90) days prior to the expiration of the then existing term. Failure of LESSEE to exercise any successive option shall terminate all options then remaining. Any termination of this AGREEMENT because of the happening of an event of default during the initial term or during any extended term shall terminate all rights of extension hereunder.

OPTION TO PURCHASE: The LESSEE shall have the right to purchase all of the cars at the expiration of the initial rental term on December 1, 1985 at the then total fair market value of all of said cars.

SPECIAL CONDITIONS OR EXCEPTIONS: Maintenance and/or replacement of interior lining, Granu-Plators and Granu-Plator actuating equipment (such as blowers, motors, valves and associated piping) shall be excepted from LESSOR'S obligation under this contract.

APPROVED:

TRANSPORTATION CORPORATION OF AMERICA

By: James D. and
CABOT CORPORATION

By: Samuel B. Cox, Jr.
Vice President